

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

CHARTER COMMUNICATIONS, LLC

and

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 639**

**Cases 31-CA-150248,
31-CA-155081,
31-CA-159811,
31-CA-159812,
31-CA-159815,
and 31-CA-161408**

**ORDER CONSOLIDATING CASES, CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT Cases 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, and 31-CA-161408, which are based on charges filed by International Brotherhood and Electrical Workers, Local 639 (Union) against Charter Communications, LLC (Respondent) are consolidated.

This Order Consolidating Cases, Consolidated Complaint and Notice of Hearing, which is based on these charges, is issued pursuant to Section 10(b) of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. and Section 102.15 of the Board's Rules and Regulations, and alleges Respondent has violated the Act as described below.

1. The following charges were filed by the Union, as set forth in the following table, and served by regular mail on Respondent on the dates indicated:

Case No.		Date Filed	Date Served
31-CA-150248	Original	April 14, 2015	April 17, 2015

31-CA-150248	Amended	May 12, 2015	May 12, 2015
31-CA-150248	Second Amended	June 3, 2015	June 5, 2015
31-CA-150248	Third Amended	July 1, 2015	July 2, 2015
31-CA-150248	Fourth Amended	September 29, 2015	September 30, 2015
31-CA-155081	Original	June 29, 2015	June 30, 2015
31-CA-155081	Amended	August 13, 2015	August 14, 2015
31-CA-155081	Second Amended	September 28, 2015	September 30, 2015
31-CA-159811	Original	September 10, 2015	September 11, 2015
31-CA-159812	Original	September 10, 2015	September 11, 2015
31-CA-159812	First Amended	September 14, 2015	September 16, 2015
31-CA-159815	Original	September 10, 2015	September 11, 2015
31-CA-159815	First Amended	September 15, 2015	September 16, 2015
31-CA-161408	Original	October 5, 2015	October 6, 2015
31-CA-161408	First Amended	November 17, 2015	November 18, 2015

2. a) At all material times, Respondent has been a corporation with an office and place of business in San Luis Obispo, California (the facility), and has been engaged in the business of telecommunications.

b) During the last 12 months, Respondent received gross revenues in excess of \$100,000.

c) During the period described above in paragraph 2(b), Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at the facility goods valued in excess of \$50,000 directly from points outside the State of California.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Wally Bakare	Area Vice President
Bill Vedrin	Technical Operations Manager
Gary Dressler	Vice President of Human Resources

6. Respondent, by Vedrin:

a) About October or November 2014, in his office, offered employees information about decertifying the Union.

b) About January 2015 or February 2015, on two separate occasions, in his office, told employees he wanted the employees to decertify the Union.

c) About January 2015, in his office, told employees they were not getting raises because of the Union.

d) About January 2015, in his office, interrogated employees about employees' union membership, activities and sympathies.

e) About March or April 2015, at the facility, told employees that job candidates would not be interviewed unless they were 100% anti-union.

7. Respondent, by Bakare:

a) About April 2015, at the facility, told employees that they would not receive pay increases because of the Union.

b) About April 2015, at the facility, told employees they would not be able to participate in the Charter Rewards and Recognition Program because they were represented by the Union.

8. About April 2015, Respondent, by Dressler, inside a company vehicle while in the field, promised employees pay raises if they decertified the Union.

9. a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All employees employed at the employer's San Luis Obispo facility as Broadband Installers, Advanced Broadband Installers, Broadband Technicians, Broadband Technicians Senior, CB Broadband Technicians, Senior System Technicians, System Technicians I, System Technicians II, and System Technicians Lead.

EXCLUDED: All other employees, including customer service employees, engineering employees, technical operations employees, headend employees, warehouse employees, construction and construction coordinator employees, audit department employees, office and clerical employees, confidential employees, guards, and supervisors as defined in the Act, as amended.

b) On April 21, 2014, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

c) At all times since April 21, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

10. About June 26, 2015, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Unit.

11. About August 2015, Respondent provided pay increases to employees in the Unit, retroactive to June 26, 2015.

12. About August 2015, Respondent made Unit employees eligible for the weekend differential pay if they worked only one weekend day, retroactive to June 26, 2015.

13. About August 2015, Respondent increased standby pay by \$10 per day for employees in the Unit.

14. About August 19, 2015, Respondent implemented a new System Tech Scorecard for System Tech employees in the Unit.

15. Respondent announced changes in unit employees' start times and schedules by:

- a) Bakare in about July 2015;
- b) Vedrin in about August 2015; and
- c) Dressler about October 2015.

16. The subjects set forth above in paragraphs 11 through 15 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

17. Respondent engaged in the conduct described above in paragraphs 11 through 15 without prior notice to the Union and/or without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

18. About July 2015, Respondent, by Bakare, at the facility, bypassed the Union and dealt directly with its employees in the Unit by holding a meeting to discuss an Alternative Work Schedule ("AWS") vote and by holding an AWS vote.

19. About October 2015, Respondent, by Dressler, at the facility, bypassed the Union and dealt directly with its employees in the Unit by holding a meeting to discuss an AWS vote.

20. By the conduct described above in paragraphs 10 through 19 , Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

21. By the conduct described above in paragraphs 6 through 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

22. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

As part of the remedy for the unfair labor practices alleged above in paragraphs 6 through 21, the General Counsel seeks an Order requiring that at a meeting or meetings scheduled to ensure the widest possible attendance, one of the agents identified in paragraph 5, in the presence of the other agents identified in paragraph 5, read the notice to the employees on worktime in the presence of a Board agent. Alternatively, the General Counsel seeks an order requiring that Respondent promptly have a Board agent read the notice to employees during worktime in the presence of Respondent's supervisors and agents identified above in paragraph 5.

As part of the remedy for Respondent's unfair labor practices alleged above in paragraphs 6 through 21 the General Counsel seeks an Order requiring Respondent to bargain in good faith with the Union, on request, for the period required by *Mar-Jac Poultry Co.*, 136 NLRB 785 (1962), as the recognized bargaining representative in the appropriate unit. The General Counsel further seeks all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondent is notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, it must file an answer to the complaint. The answer must be **received by this**

office on or before Friday, February 12, 2016, or postmarked on or before Thursday, February 11, 2016. Respondent should file an original and four copies of the answer with this office and serve a copy of the answer on each of the other parties.

An answer may also be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. The responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **Monday, April 4, 2016, at 1:00 PM** at the National Labor Relations Board, Region 31, 11500 W Olympic Blvd., Ste. 600, Los Angeles, CA 90064, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: January 29, 2016



Mori Rubin
Regional Director
National Labor Relations Board
Region 31
11500 W Olympic Blvd Ste 600
Los Angeles, CA 90064-1753

Attachments

FORM NLRB 4338
(6-90)

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Cases 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, and 31-CA-161408

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements *will not be granted* unless good and sufficient grounds are shown *and* the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in *detail*;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

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Bill Vedrin
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Form NLRB-4668
(6-2014)

Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.

(OVER)

Form NLRB-4668
(6-2014)

- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.
- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

CHARTER COMMUNICATIONS, LLC and INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL 639	Cases 31-CA-150248, 31-CA-155081, 31-CA-159811, 31-CA-159812, 31-CA-159815, and 31-CA-161408
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ANSWER OF CHARTER COMMUNICATIONS, LLC

Charter Communications, LLC (“Charter”) responds to the Complaint and Notice of Hearing filed by the Regional Director in this case as follows:

1. The following charges were filed by the Union, as set forth in the following table, and served by regular mail on Respondent on the dates indicated:

Case No.		Date Filed	Date Served
31-CA-150248	Original	April 14, 2015	April 17, 2015
31-CA-150248	Amended	May 12, 2015	May 12, 2015
31-CA-150248	Second Amended	June 3, 2015	June 5, 2015
31-CA-150248	Third Amended	July 1, 2015	July 2, 2015
31-CA-150248	Fourth Amended	September 29, 2015	September 30, 2015
31-CA-155081	Original	June 29, 2015	June 30, 2015
31-CA-155081	Amended	August 13, 2015	August 14, 2015
31-CA-155081	Second Amended	September 28, 2015	September 30, 2015
31-CA-159811	Original	September 10, 2015	September 11, 2015
31-CA-159812	Original	September 10, 2015	September 11, 2015
31-CA-159812	First Amended	September 14, 2015	September 16, 2015
31-CA-159815	Original	September 10, 2015	September 11, 2015
31-CA-159815	First Amended	September 15, 2015	September 16, 2015
31-CA-161408	Original	October 5, 2015	October 6, 2015

Case No.		Date Filed	Date Served
31-CA-161408	First Amended	November 17, 2015	November 18, 2015

ANSWER:

1. Charter does not have sufficient knowledge or information to respond as to the exact dates the Charging Parties filed the various charges in this proceeding or the dates copies of each charge was mailed. Charter admits that each charge and amended charge identified in the Complaint was filed with Region 31 of the NLRB and that Charter was served with a copy of each of them by U.S. Mail. Except as admitted herein, Charter denies, generally and specifically, the allegations contained in Paragraph 1(a) of the Complaint.

2. a) At all material times, Respondent has been a corporation with an office and place of business in San Luis Obispo, California (the facility), and has been engaged in the business of telecommunications.

ANSWER:

2.a) Charter admits the allegations set forth in paragraph 2.a) of the Complaint.

b) During the last 12 months, Respondent received gross revenues in excess of \$100,000.

ANSWER:

2.b) Charter admits the allegations set forth in paragraph 2.b) of the Complaint.

c) During the period described above in paragraph 2(b), Respondent, in conducting its operations described above in paragraph 2(a), purchased and received at the facility goods valued in excess of \$50,000 directly from points outside the State of California.

ANSWER:

2.c) Charter admits the allegations set forth in paragraph 2.c) of the Complaint.

3. At all material times, Respondent has been an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

ANSWER:

3. Charter admits the allegations set forth in paragraph 3 of the Complaint.

4. At all material times, the Union has been a labor organization within the meaning of Section 2(5) of the Act.

ANSWER:

4. Charter admits the allegations set forth in paragraph 4 of the Complaint.

5. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of Respondent within the meaning of Section 2(11) of the Act and agents of Respondent within the meaning of Section 2(13) of the Act:

Wally Bakare	Area Vice President
Bill Vedrin	Technical Operations Manager
Gary Dressler	Vice President of Human Resources

ANSWER:

5. Gary Dressler's job title is Director of Human Resources. Charter otherwise admits the allegations set forth in paragraph 5 of the Complaint.

6. Respondent, by Vedrin:

a) About October or November 2014, in his office, offered employees information about decertifying the Union.

ANSWER:

6.a) Charter denies the allegations set forth in paragraph 6.a) of the Complaint.

b) About January 2015 or February 2015, on two separate occasions, in his office, told employees he wanted the employees to decertify the Union.

ANSWER:

6.b) Charter denies the allegations set forth in paragraph 6.b) of the Complaint.

c) About January 2015, in his office, told employees they were not getting raises because of the Union.

ANSWER:

6.c) Charter denies the allegations set forth in paragraph 6.c) of the Complaint.

d) About January 2015, in his office, interrogated employees about employees' union membership, activities and sympathies.

ANSWER:

6.d) Charter denies the allegations set forth in paragraph 6.d) of the Complaint.

e) About March or April 2015, at the facility, told employees that job candidates would not be interviewed unless they were 100% anti-union.

ANSWER:

6.e) Charter denies the allegations set forth in paragraph 6.e) of the Complaint.

7. Respondent, by Bakare:

a) About April 2015, at the facility, told employees that they would not receive pay increases because of the Union.

ANSWER:

7.a) Charter denies the allegations set forth in paragraph 7.a) of the Complaint.

b) About April 2015, at the facility, told employees they would not be able to participate in the Charter Rewards and Recognition Program because they were represented by the Union.

ANSWER:

7.b) Charter denies the allegations set forth in paragraph 7.b) of the Complaint.

8. About April 2015, Respondent, by Dressler, inside a company vehicle while in the field, promised employees pay raises if they decertified the Union.

ANSWER:

8. Charter denies the allegations set forth in paragraph 8 of the Complaint.

9. a) The following employees of Respondent (the Unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

INCLUDED: All employees employed at the employer's San Luis Obispo facility as Broadband Installers, Advanced Broadband Installers, Broadband Technicians, Broadband Technicians Senior, CB Broadband Technicians, Senior System Technicians, System Technicians I, System Technicians II, and System Technicians Lead.

EXCLUDED: All other employees, including customer service employees, engineering employees, technical operations employees, headend employees, warehouse employees, construction and construction coordinator employees, audit department employees, office and clerical employees, confidential employees, guards, and supervisors as defined in the Act, as amended.

ANSWER:

9.a) Charter admits the allegations set forth in Paragraph 9.a).

b) On April 21, 2014, the Board certified the Union as the exclusive collective-bargaining representative of the Unit.

ANSWER:

9.b) Charter admits the allegations set forth in Paragraph 9.b) of the Complaint.

c) At all times since April 21, 2014, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

ANSWER:

9.c) Charter denies the allegations set forth in Paragraph 9.c) of the Complaint.

10. About June 26, 2015, Respondent withdrew its recognition of the Union as the exclusive collective-bargaining representative of the Unit.

ANSWER:

10. In response to the allegations contained in Paragraph 10 of the Complaint, Charter avers that a majority of the employees in the Unit had notified Charter on June 25, 2015 that they no longer desired to be represented by the Union. Charter further avers that based on the lack of majority status of the Union, Charter was compelled to withdraw recognition of the Union and that it did so on June 26, 2015.

11. About August 2015, Respondent provided pay increases to employees in the Unit, retroactive to June 26, 2015.

ANSWER:

11. Charter admits that after it was compelled to withdraw recognition of the Union, it provided pay increases to Unit employees. Except as admitted herein, Charter denies, generally and specifically, the allegations contained in Paragraph 11 of the Complaint.

12. About August 2015, Respondent made Unit employees eligible for the weekend differential pay if they worked only one weekend day, retroactive to June 26, 2015.

ANSWER:

12. Charter admits that on or about July 2015, Unit employees became eligible to receive weekend shift differential pay if they worked either Saturday or Sunday, effective June 28, 2016. Except as admitted herein, Charter denies, generally and specifically, the allegations contained in Paragraph 12 of the Complaint.

13. About August 2015, Respondent increased standby pay by \$10 per day for employees in the Unit.

ANSWER:

13. Charter admits that on or about July 2015, it increased on-call pay for Unit employees effective June 28, 2015. Except as admitted herein, Charter denies, generally and specifically, the allegations contained in Paragraph 13 of the Complaint.

14. About August 19, 2015, Respondent implemented a new System Tech Scorecard for System Tech employees in the Unit.

ANSWER:

14. Charter denies the allegations set forth in Paragraph 14 of the Complaint. Further, assuming *arguendo*, that the allegations of Paragraph 14 are true, the implementation did not cause a material change in wages, hours, and working conditions.

15. Respondent announced changes in unit employees' start times and schedules by:

a) Bakare in about July 2015;

ANSWER:

15.a) The allegations set forth in Paragraph 15.a) are too vague and ambiguous for Charter to respond to and on that basis, Charter denies the allegations in Paragraph 15.a).

b) Vedrin in about August 2015; and

ANSWER:

15.b) The allegations set forth in Paragraph 15.b) are too vague and ambiguous for Charter to respond to and on that basis, Charter denies the allegations in Paragraph 15.b).

c) Dressler about October 2015.

ANSWER:

15.c) The allegations set forth in Paragraph 15.c) are too vague and ambiguous for Charter to respond to and on that basis, Charter denies the allegations in Paragraph 15.c).

16. The subjects set forth above in paragraphs 11 through 15 relate to wages, hours, and other terms and conditions of employment of the Unit and are mandatory subjects for the purposes of collective bargaining.

ANSWER:

16. The allegations set forth in Paragraph 16 constitute a legal conclusion to which no response is required. To the extent a response is required, Charter denies the allegations set forth in Paragraph 16.

17. Respondent engaged in the conduct described above in paragraphs 11 through 15 without prior notice to the Union and/or without first bargaining with the Union to an overall good-faith impasse for a collective-bargaining agreement.

ANSWER:

17. To the extent Charter engaged in the conduct described in paragraphs 11 through 15 of the Complaint, Charter did not have a duty to provide prior notice to the Union or first bargain with the Union to an overall good-faith impasse for a collective-bargaining agreement before doing so because the Union no longer represented a majority of the employees in the Unit. On that basis, Charter denies the allegations set forth in Paragraph 17.

18. About July 2015, Respondent, by Bakare, at the facility, bypassed the Union and dealt directly with its employees in the Unit by holding a meeting to discuss an Alternative Work Schedule (“AWS”) vote and by holding an AWS vote.

ANSWER:

18. Charter denies the allegations in Paragraph 18.

19. About October 2015, Respondent, by Dressler, at the facility, bypassed the Union and dealt directly with its employees in the Unit by holding a meeting to discuss an AWS vote.

ANSWER:

19. Charter denies the allegations in Paragraph 19.

20. By the conduct described above in paragraphs 10 through 19, Respondent has been failing and refusing to bargain collectively with the exclusive collective-bargaining representative of its employees in violation of Section 8(a)(1) and (5) of the Act.

ANSWER:

20. Charter denies the allegations in Paragraph 20.

21. By the conduct described above in paragraphs 6 through 8, Respondent has been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

ANSWER:

21. Charter denies the allegations in Paragraph 21.

22. The unfair labor practices of Respondent described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

ANSWER:

22. Charter denies the allegations in Paragraph 22.

Respondent requests that the Complaint and Notice of Hearing be dismissed with prejudice.

AFFIRMATIVE AND OTHER DEFENSES

Charter alleges the following separate and independent affirmative defenses:

1. The Complaint is barred in whole, or in part, by Section 10(b) of the National Labor Relations Act because the events that form the basis of the charges occurred more than six-months before the Charging Parties filed their charges and/or amended charges.
2. Charter had a legitimate and substantial business justification for its conduct.
3. Charter was provided with objective evidence that the Union no longer represented the majority of employees in the San Luis Obispo bargaining unit as of June 25, 2015.

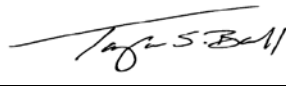
4. Charter's truthful and accurate statements regarding unionization, negotiations, and wages and benefits are protected by Section 8(c) of the Act.

5. Charter's observation of open and public activity does not create an unlawful impression of surveillance.

6. Charter reserves the right to seek a more definite statement regarding the specific allegations and the charges to which each allegation relates and to amend its Answer to, among other things, identify additional affirmative defenses, up to and including the time of hearing in this matter in the event that new or additional evidence is discovered.

DATED this 12th day of February, 2016.

Davis Wright Tremaine LLP
Attorneys for Charter Communications, LLC

By: 
Henry E. Farber
Taylor S. Ball

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

CHARTER COMMUNICATIONS, LLC

and

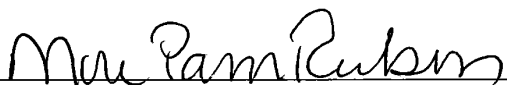
**Cases 31-CA-150248,
31-CA-155081,
31-CA-159811,
31-CA-159812,
31-CA-159815, and
31-CA-161408**

**INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 639**

ORDER POSTPONING HEARING

IT IS HEREBY ORDERED that the hearing in the captioned matter set for April 4, 2016, is postponed indefinitely pending processing of new related charges which, if meritorious, may be appropriate for consolidation with the pending complaint.

Dated at Los Angeles, California this 31st day of March, 2016.


Mori Pam Rubin, Regional Director
National Labor Relations Board, Region 31
11500 West Olympic Boulevard, Suite 600
Los Angeles, CA 90064

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31

CHARTER COMMUNICATIONS, LLC

and

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS LOCAL 639

Case 31-CA-150248; 31-CA-
155081; 31-CA-159811; 31-
CA-159812; 31-CA-159815;
31-CA-161408

AFFIDAVIT OF SERVICE OF ORDER POSTPONING HEARING

I, the undersigned employee of the National Labor Relations Board, being duly sworn, say that on March 31, 2016, I served the above-entitled document(s) by **regular mail** upon the following persons, addressed to them at the following addresses:

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March 31, 2016

Date

Jorge Romero, Designated Agent of NLRB

Name

/s/Jorge Romero

Signature